

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

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TWX NUMBER
910-221-1154

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312-750-8600

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RECORDATION NO. Filed 1428

SEP 28 1987 -3 00 PM

INTERSTATE COMMERCE COMMISSION
575 FIFTH AVENUE
WASHINGTON, D.C. 20005-4905
212-949-7075

1090 VERMONT AVENUE, N.W.
WASHINGTON, D.C. 20005-4905
202-371-2200

September 25, 1987

ROBERT W. KLEINMAN

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

9/28/87
Date
Per
CC Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two certified true copies of a Locomotive Operating Lease Agreement dated as of September 1, 1987, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor: Electro Motive Division,
General Motors Corporation
LaGrange, Illinois 60525

Lessee: Burlington Northern Railroad Company
9401 Indian Creek Parkway
Building 40 - 16th Floor
Overland Park, Kansas 66210

A description of the railroad equipment covered by the enclosed document is set forth in Schedule A attached hereto and made a part hereof.

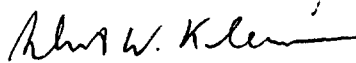
Also enclosed is a check in the amount of \$10.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document in the envelope provided to Robert W. Kleinman, Esq., Ross & Hardies, 150 N. Michigan Avenue, Chicago, IL 60601.

A short summary of the enclosed primary document to appear in the Commission's Index is:

Lease Agreement between Electro-Motive
Division, General Motors Corporation (Lessor)
and Burlington Northern Railroad Company
(Lessee), dated September 2, 1987 and covering
50 locomotives manufactured by General Motors
Corporation.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Robert W. Kleinman", with a stylized flourish at the end.

Robert W. Kleinman

RWK:ejf
enc.

LOCOMOTIVE OPERATING LEASE AGREEMENT

SEP 28 1987 -3 00 PM

THIS LEASE, made and entered into as of this 1st day ~~INTERSTATE COMMERCE COMMISSION~~ 1987, by and between Electro-Motive Division, General Motors Corporation, a Delaware corporation, hereinafter called "Lessor", and Burlington Northern Railroad Company, a Delaware corporation, hereinafter called "Lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Lease: Lessee agrees to lease from Lessor the Locomotives described in Schedule A, and accepted by Lessee pursuant to Section 2, together with all replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto (the "Locomotive(s)"). All Locomotives presently bear General Motors reporting marks.

The Lessee will cause the Locomotives to be kept numbered with the identification number set forth in Schedule A as General Motors Markings hereto, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of the Locomotive, in letters not less than one inch in height, the words "General Motors Corporation, Electro-Motive Division, Owner", with appropriate changes thereof as from time to time may be required by law, in the opinion of the Lessor, in order to protect the Lessor's title to and interest in the Locomotive and the rights of the Lessor under this Lease. The Lessee will not place the Locomotive in operation or exercise any control or dominion over the same unless such words are so marked and will replace promptly any such markings which may be removed, obliterated, defaced or destroyed during the term of this lease. The Lessee will not change the identification number of the Locomotive(s) unless and until a statement of the new number to be substituted therefor shall have been filed with the Lessor and duly filed and deposited by the Lessee in all public offices where this Lease shall have been filed and deposited.

The Lessee will not allow the name of any person, association or corporation to be placed on any Locomotive as a designation that might be interpreted as a claim of ownership.

2. Rent: This Lease shall commence with respect to each accepted Locomotive when said Locomotive is delivered out of Shoreham Yard and made available for pick-up by Lessee's crewmen and Lessee has been so notified. The Locomotives shall be delivered with a full tank of fuel and all fluids topped-off. Lessor shall deliver, unless otherwise agreed to by Lessee, three to seven Locomotives per week beginning the week of August 31, 1987 and shall have delivered all 50 Locomotives on or before November 15, 1987. All such deliveries shall be made to the Soo Line's Shoreham Yard in Minneapolis, Minnesota. Lessee shall, within three days after being notified by Lessor by telephone (such notice to be confirmed in writing as provided in Section 13) that a Locomotive is in Shoreham yard ready for inspection by Lessee, accept or reject

that Locomotive. A Locomotive may not be unreasonably rejected, and may be rejected only for reasons related to its safety and operation after an inspection by Lessee based upon sound industry practices for the maintenance of a Locomotive. A Locomotive will be deemed accepted if Lessee does not give affirmative notice of rejection within that three day period. Rent will commence with respect to each Locomotive on the day after Lessee receives telephone or written notice that such Locomotive has been delivered out of Shoreham Yard and is available for pick-up by Lessee's crewmen for movement to Lessee's Northtown Yard in Minneapolis, herein called the "Rent Commencement Date" and shall continue until August 30, 1991. The daily Rental shall be \$150 per day per Locomotive payable quarterly in arrears. Lessee shall be entitled to a reduction in rent of \$150/day for each day a Locomotive is out of service during an overhaul as provided in Exhibit A. Lessee agrees to provide to Lessor free storage of the Locomotives on Lessee's premises for 60 days after termination of this Lease.

Lessee shall not be entitled to any abatement of rent, reduction thereof or set-off, counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, abatements, reductions, set-offs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided herein; nor shall this Lease terminate or the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of the Locomotive or damage to or loss of possession or use or destruction of such Locomotive from whatever cause and of whatever duration, except as otherwise provided herein.

3. Warranties and Representations: LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE LOCOMOTIVES, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE LOCOMOTIVES, PURSUANT TO THIS AGREEMENT TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE WORKMANSHIP IN, THE LOCOMOTIVES, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages.
4. Place of Payment of Rent: Lessee shall direct payment of the rent quarterly in arrears to the following address:

Electro-Motive Division
General Motors Corporation
LaGrange, Illinois 60525
Attn: Assistant Comptroller

5. Recordkeeping; Inspection: Lessee agrees to keep and maintain and make available to Lessor such record of Lessee's use, operation, inspection, repairs and maintenance of the Locomotives while in its possession as shall be reasonably required by Lessor. Lessor, by such agent or agents as it may designate, shall have the right at all reasonable times to go upon the property of Lessee to inspect the Locomotives while in the possession of Lessee.

On or before January 31 in each year, or within five days of the end of the lease term if sooner, commencing with the calendar year 1988, the Lessee will furnish to the Lessor a certificate signed by the chief mechanical officer of the Lessee (a) setting forth the repairs performed on the Locomotives (other than minor repairs) and identifying all components replaced during the preceding calendar year, or through end of lease term, as applicable, and such other information regarding the condition and state of repair of the Locomotives as the Lessor may reasonably request and (b) stating that, if the Locomotives shall have been repainted during the period covered by such statement, the numbers and markings required by Section 1 hereof have been preserved or replaced. The Lessor, at its sole expense, shall have the right by its agents to inspect the Locomotives and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the term of this Lease.

The Lessee shall promptly notify the Lessor of any occurrence of an event of default or default, specifying such event of default or default and the nature and status thereof.

6. Loss or Destruction: In the event that a Locomotive during the term hereof shall become lost, stolen, destroyed, irreparably damaged, or, in the reasonable opinion of the Lessee, damaged beyond the economic limit of repair, from any cause whatsoever, (such occurrences being hereinafter called "Casualty Occurrences"), Lessee shall notify Lessor of such Casualty Occurrence. On the payment date next following the date of such Casualty Occurrence, Lessee shall pay to Lessor any unpaid rental due on or prior to such date, appropriately pro-rated, and pay to Lessor within thirty (30) days the casualty value provided for on Schedule A ("Casualty Value") which both parties agree is at least equal to the fair market value of the Locomotives. The Lessee, upon such payment to the Lessor, shall retain any recoverable salvage or scrap from the damaged or destroyed Locomotive unit, unless the Lessor desires the return of said recoverable salvage or scrap, in which event the salvage or scrap value shall be returned and the Casualty Value reduced by the value of such salvage or scrap as follows: Salvage shall be computed for items not requiring repair at fifty percent (50%) of replacement costs, items requiring repair shall be computed at twenty-five percent (25%) of replacement costs, and scrap shall be computed at the then current scrap value, except that in no event shall such payment exceed the Casualty Value. Lessee shall be relieved of any and all rental payments for the Locomotive effective with the date of the Casualty Occurrence.

In the event that a Locomotive is taken or requisitioned by condemnation or otherwise by the United States Government for a period of which shall exceed the remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by the Lessee for a period of sixty (60) or more consecutive days, Lessor shall relieve Lessee from rental payments and other lease obligations not theretofore accrued for the Locomotive effective with the date Locomotive was first requisitioned or condemned by said governmental agency and settle with that governmental agency for any proceeds that Lessor is entitled and Lessee waives any claim to the proceeds resulting from such requisition. For any periods of condemnation of less than sixty days the Lessee will continue to pay rental and handle with and retain any proceeds collected from the governmental agency.

7. Indemnity: Subject to the obligations and undertakings of the Lessor specified in Sections 2, 6 and 16 of this lease, Lessee does hereby release, indemnify and save harmless Lessor, its successors and assigns, from and against any and all liability, loss, cost, damage, charges and expense which Lessor may incur, suffer or be in any way subjected to, resulting from or arising out of injury to or death of any person or persons whomsoever, and the loss or destruction of or damage to any property whatsoever of any persons, firm or corporation, including but not limited to the property of the parties hereto or in the care or custody of the parties hereto and from any and all claims, demands, or actions for such loss, injury or damage, caused by, growing out of or in any way connected with the lease, possession, use, maintenance or operation of said equipment by Lessee whether attributable to the fault, failure or negligence of Lessor or otherwise. The foregoing release and indemnification shall apply to matters or things occurring only between the time all Locomotives are delivered to Lessee and the time they are re-delivered to Lessor (save and except while any Locomotive or Locomotives are within the Lessor's possession). Lessee shall not be required to indemnify Lessor for any loss, liability or expense resulting from the gross negligence or willful misconduct of Lessor.

Except as otherwise expressly provided in this Lease, the Lessee shall bear the responsibility and risk for, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of the Locomotive.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required filing date (or to the extent permissible, file on behalf of the Lessor) any and all reports (other than tax returns) to be filed by the Lessor with any federal, state or other regulatory authority by reason of the ownership by the Lessor of the Locomotives, or the leasing thereof to the Lessee.

8. Compliance with Law; Repair and Maintenance: Lessee shall comply with FRA, the interchange rules of the Association of American

Railroads and all other applicable governmental laws, regulations and requirements and other binding regulations with respect to use, maintenance and operation of the Locomotives during this Lease.

Lessee and Lessor agree that responsibility for maintenance of the Locomotives shall be as set out in Exhibit A. In no event shall the Locomotives be maintained or scheduled for maintenance on a basis less frequent than the maintenance or maintenance scheduling basis employed as of the date hereof by the Lessee for similar equipment. Any parts installed or replacements made by Lessee upon the Locomotives shall be considered accessions to the Locomotives and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor; provided, however, Lessee may remove from the Locomotives any (a) communications equipment, (b) train control, (c) end of train telemetry, and (d) recording devices, which Lessee paid for and installed but only if such removal may be accomplished without damage to the Locomotive.

9. No Purchase Option; Delivery of Locomotives to Lessor: The Lessee has no option to purchase the Locomotives which are the subject of this Lease. At the end of the term of this Lease or upon earlier termination or at such time after the end of the term of this Lease as designated by Lessor should Lessor have requested free storage of the Locomotives on Lessee's premises as provided in Paragraph 2 of this Lease, Lessee shall deliver the Locomotives to a destination on Lessee's line specified by Lessor. At completion of delivery, Lessee shall ensure that each Locomotive has a full tank of fuel and that its fluids are topped off.
10. Assignment by Lessee: Lessee shall not assign or sublet its interest, or any parts thereof, under this Lease, or permit the use or operation of the Locomotives subject to this Lease by any other person, firm or corporation, other than wholly-owned subsidiaries, without the prior written consent of Lessor. Lessor expressly consents to incidental operation and use on railroads other the Lessee's under standard run-through arrangements.
11. Assignment by Lessor: Lessor may at any time assign its rights and obligations under this Lease without notice to or prior consent of Lessee and in such event Lessor's transferee as assignee shall have to the extent provided in the assignment the rights, powers, privileges and remedies of Lessor hereunder; provided, however, that no assignment shall relieve Lessor of its obligations hereunder.
12. Unless otherwise specifically provided, any notices to be given under this Lease or any other communications between the parties shall be given by certified mail, postage prepaid in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

System Chief Mechanical Officer
Burlington Northern Railroad Company
9401 Indian Creek Parkway
Building 40 - 16th Floor
Overland Park, Kansas 66210

or to such other address as Lessee may from time to time
indicate by written notice to Lessor.

(b) Notices from Lessee to Lessor shall be sent to:

Electro-Motive Division
General Motors Corporation
LaGrange, Illinois 60525
Attention: Manager of New Ventures Operations

Phone number for failures: (312) 387-6375 J. Amorella

13. Quiet Enjoyment: So long as Lessee makes its aforesaid rental payments and otherwise complies with the terms and provisions hereof, Lessee shall be entitled to the use and possession of the Locomotives according to the terms hereof without interference by the Lessor or by any party lawfully claiming by or through the Lessor.
14. Authority: The undersigned signatories herewith represent and warrant that they are fully authorized to execute this Lease and bind the respective parties to the terms and provisions hereof.
15. Late Charges: Delinquent installments of rent shall bear interest at the rate of 1-1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate.
16. Protection of Lessor's Title: Lessor may, at its option, cause this lease to be duly filed, registered or recorded in conformity with Section 11303 of the Interstate Commerce Act or other places within or without the United States as Lessor may reasonably request for the protection of its title and will furnish Lessor proof thereof. Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register, or re-record whenever required) any and all further instruments required by law or reasonably requested by Lessor, for the purpose of protecting Lessor's title to the Locomotive or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to Lessor proof of such filing.
17. Taxes: Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees,

assessments, sales, but only as it relates to use and property taxes, gross receipts taxes arising out of receipts from use or operation of the Locomotive including without limitation amounts payable under Sections 2, 6 and 10, hereof and other taxes (excluding any tax measured by Lessor's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Locomotive and whether or not the same shall be assessed against or in the name of Lessor or Lessee.

18. Performance Obligations of Lessee by Lessor: In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Lease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the lesser of 1-1/2% per month or the highest amount allowed by law thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional rent hereunder.
19. Further Assurance: Lessee shall execute and deliver to Lessor, upon Lessor's request such instruments and assurances as Lessor reasonably deems necessary for the confirmation or perfection of this Lease, Lessor's right hereunder, and Lessor's title to the Locomotives.
20. Lessee's Covenants: Lessee will: (a) defend at Lessee's own cost any action, proceeding or claim affecting the Locomotives in any way related to Lessee's use or operation of the Locomotives; (b) not misuse, secrete, or without the prior written consent of Lessor and notwithstanding Lessor's claim to proceeds, sell, rent, lend, encumber or transfer the Locomotives; (c) agree that Lessor may enter upon Lessee's premises at any reasonable time and upon reasonable notice to inspect the Locomotives; and (d) except as provided in Section 11 of this Lease, not permit the use of the Locomotives by any other party, without the Lessor's consent to be granted in its sole discretion.
21. Default: An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues for a period of 10 days; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days after written notice thereof to Lessee by Lessor; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or

acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the Locomotives or any item thereof in a manner prohibited hereunder.

Upon the occurrence of an event of default, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or action or other proceedings either at law or equity to enforce performance by the Lessee of any and all covenants of this Lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the Locomotive forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the Locomotive may be or by Lessor is believed to be, and retake all or any item thereof, disconnecting and separating all thereof from any other property and using all action necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the Locomotives and all claims for damages suffered through or loss caused by such retaking. If any statute governing any proceeding hereunder specifies the amount of Lessor's deficiency or other damages for breach of this Lease by the Lessee, Lessor shall be entitled to provide as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of the Locomotive or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, not or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law. The Lessee hereby waives any and all existing or future claims to any offset against the

rental payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf. The Lessor and the Lessee agree that the Lessor shall be entitled to all rights (such rights being fundamental to the willingness of the Lessor to enter into this Lease) provided for in the Bankruptcy Code or of any other bankruptcy act, so that the Lessor shall have the right to take possession of the Locomotive upon any event of default under this Lease regardless of whether the Lessee is in reorganization.

No failure by the Lessor or Lessee to exercise, and no delay by the Lessor or Lessee in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege by the Lessor or Lessee preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

22. Choice of Law: This Lease shall be governed in all respects by the Law of the State of Illinois.
23. Miscellaneous: All transportation charges for movement on BN's lines shall be borne by Lessee. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved. Lessee admits the receipt of a true copy of this Locomotive Lease Agreement.

Electro-Motive Division
General Motors Corporation

Attest:

Agnes J. Hapke

By:

C. Morrison

Title: Divisional Comptroller

Burlington Northern Railroad Company

Attest:

Joseph R. Galassi

By:

Joseph R. Galassi

Title:

Exec. V.P. Operations

Locomotive Unit Number	Type	Horsepower	Daily Rental Rate	Casualty Value thru 8-31-88	Casualty Value 9-1-88 thru 8-31-89	Casualty Value 9-1-89 thru 8-31-90	Casualty Value 9-1-90 thru 8-31-91
EMD-741	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-743	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-745	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-747	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-748	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-752	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-753	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-756	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-758	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-759	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-760	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-761	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-762	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-763	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-767	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-770	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-771	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-775	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-776	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-778	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-779	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-780	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-781	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-782	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-783	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000

Locomotive Unit Number	Type	Horsepower	Daily Rental Rate	Casualty Value thru 8-31-88,	Casualty Value 9-1-88 thru 8-31-89	Casualty Value 9-1-89 thru 8-31-90	Casualty Value 9-1-90 thru 8-31-91
EMD-785	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-787	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-790	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-791	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-792	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-793	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-797	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-798	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-799	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-800	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-802	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-804	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-805	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-806	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-808	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-809	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-810	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-813	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-816	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-822	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-824	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-826	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-827	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-834	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000
EMD-838	GP-38-2	2000	\$150.00	\$290,000	\$250,000	\$225,000	\$200,000

STATE OF ILLINOIS

COUNTY OF COOK

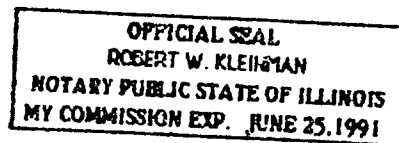
)
)
)

The foregoing instrument was acknowledged before me this 1st day of September, 1987 by Joseph R. Galassi, an Executive Vice President of Burlington Northern Railroad Co., as the free act and deed of said corporation.

Robert W. Kleinman

Notary Public

[SEAL]

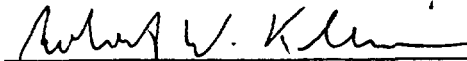


My commission expires: _____

STATE OF ILLINOIS)

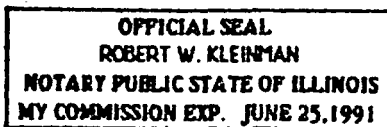
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of September, 1987 by Christ Noun, a Divisional Comptroller of General Motors Corp. (EMD), as the free act and deed of said corporation.



Notary Public

[SEAL]

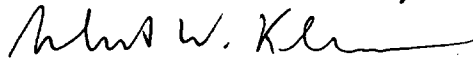


My commission expires: _____

CERTIFICATE OF NOTARY

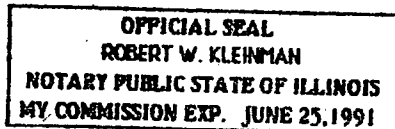
Pursuant to the provisions of 49 C.F.R. §1177.3(b), the undersigned Notary Public hereby certifies that the document to which this Certificate is attached is a certified true copy of the Lease Agreement dated as of September 1, 1987 between Electro Motor Division, General Motors Corporation and Burlington Northern Railroad Company and that the undersigned has compared the copy with the original and has found the copy to be complete and identical in all respects to the original document.

IN WITNESS WHEREOF, the undersigned has set his hand and Official Seal this 21st day of September, 1987.



Robert W. Kleinman
Notary Public

[SEAL]



My commission expires June 25, 1991.

OFFICE OF THE SECRETARY

Robert W. Kleinman, Esq.
Ross & Hardies
150 N. Michigan Avenue
Chicago, IL 60601

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/28/87 at 3:00PM, and assigned recordation number(s).]5318

Sincerely yours,

Norata R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)